

ALVORD AND ALVORD  
ATTORNEYS AT LAW  
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WASHINGTON, D.C.

ELIAS C. ALVORD (1942)  
ELLSWORTH C. ALVORD (1964)

20006-2973

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OF COUNSEL  
URBAN A. LESTER

May 7, 1996

Mr. Vernon A. Williams  
Secretary  
Surface Transportation Board  
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) certified copies of a Lease Agreement (1996-B), dated as of April 19, 1996, a primary and two (2) certified copies each of the following secondary documents related thereto: Lease Supplement (1996-B), dated April 19, 1996, Sublease Agreement (1996-B), dated as of April 19, 1996, Sublease Supplement (1996-B), dated April 19, 1996, Equipment Pledge Agreement (1996-B), dated as of April 19, 1996 and Loan and Security Agreement (1996-B), dated as of April 19, 1996.

The names and addresses of the parties to the enclosed documents are:

Lease Agreement (1996-B)  
Lease Supplement (1996-B)

Lessor: Massachusetts Bay Transportation Authority  
10 Park Plaza  
Boston, Massachusetts 02116-3974

Lessee: Fleet National Bank, Trustee  
777 Main Street  
Hartford, Connecticut 06115

Mr. Vernon A. Williams  
May 7, 1996  
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**Sublease Agreement (1996-B)**  
**Sublease Supplement (1996-B)**

**Sublessor:** Fleet National Bank, Trustee  
777 Main Street  
Hartford, Connecticut 06115

**Sublessee:** Massachusetts Bay Transportation Authority  
10 Park Plaza  
Boston, Massachusetts 02116-3974

**Equipment Pledge Agreement (1996-B)**

**Pledgor:** Massachusetts Bay Transportation Authority  
10 Park Plaza  
Boston, Massachusetts 02116

**Pledgee:** Fleet National Bank, Trustee  
777 Main Street  
Hartford, Connecticut 06115

**Loan and Security Agreement (1996-B)**

**Borrower:** Fleet National Bank, Trustee  
777 Main Street  
Hartford, Connecticut 06115

**Lender:** Utrecht-American Finance Co.  
245 Park Avenue, 38th Floor  
New York, New York 10167-0062

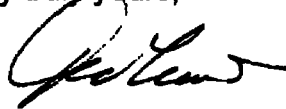
A description of the railroad equipment covered by the enclosed documents is set forth on Schedule A attached to the Lease Supplement (1996-B).

Also enclosed is a check in the amount of \$126.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Mr. Vernon A. Williams  
May 7, 1996  
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Kindly return one stamped copy of each of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. Alvord", written in a cursive style.

Robert W. Alvord

RWA/bg  
Enclosures

SURFACE TRANSPORTATION BOARD  
WASHINGTON, D.C. 20425-0001

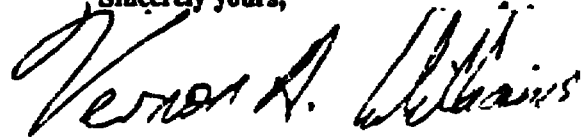
5/7/96

Robert W. Alvord  
Alvord And Alvord  
918 Sixteenth Street, NW., Ste. 200  
Washington, DC., 20006-2973

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/7/96 at 11:55AM , and assigned recordation number(s). 20050, 20050-A, 20050-B, 20050-C, 20050-D and 20050-E.

Sincerely yours,

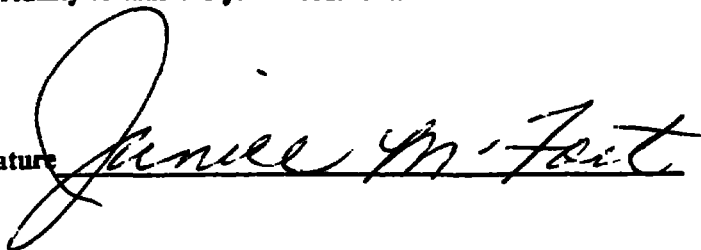


Vernon A. Williams  
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



20059-100  
-A  
JUL 7 1996-11:00 AM  
JUL 7 1996-11:00 AM

**LEASE SUPPLEMENT (1996-B)**

THIS LEASE SUPPLEMENT (1996-B) dated April 19, 1996 between MASSACHUSETTS BAY TRANSPORTATION AUTHORITY, having its principal office at 10 Park Plaza, Boston, Massachusetts 02116-3974, as Lessor, and FLEET NATIONAL BANK, a national banking association, not in its individual capacity but solely as Trustee, having its principal place of business at 777 Main Street, Hartford, Connecticut 06115, as Lessee;

WHEREAS, the Lessor and the Lessee have heretofore entered into the Lease Agreement, dated as of April 19, 1996 (the "Lease"), which Lease provides for the execution and delivery of Lease Supplements in substantially the form hereof for the purpose of leasing the Items of Equipment when delivered by the Lessor to the Lessee in accordance with the terms thereof. All of the terms and provisions of the Lease are hereby incorporated by reference in this Lease Supplement to the same extent as if fully set forth herein (including those terms providing that capitalized terms used therein and not otherwise defined therein shall have the meanings given such terms in Appendix A thereto, and the rules of usage set forth therein shall apply thereto).

NOW, THEREFORE, in consideration of the premises and other good and sufficient consideration, and pursuant to Section 2 of the Lease, the Lessor hereby delivers and leases to the Lessee, and the Lessee hereby accepts and leases from the Lessor, under the Lease as herein supplemented, the Items of Equipment described (both by serial number and Equipment Value) in Schedule A hereto.

THIS LEASE SUPPLEMENT SHALL IN ALL RESPECTS BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE WITHOUT REFERENCE TO ANY CHOICE-OF-LAW OR CONFLICTS-OF-LAWS RULES WHICH MIGHT LEAD TO THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Lease Supplement to be duly executed by its authorized officer on the day and year first above written.

LESSOR:

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

Name:

Title:

LESSEE:

FLEET NATIONAL BANK

not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_

Name: STEVEN CIMALORE

Title: VICE PRESIDENT

(1996-8)

# SCHEDULE A


## KAWASAKI BI-LEVEL COACH CARS

NUMBER	DELIVERED	RETURNED	NUMBER	DELIVERED	RETURNED
1700	08/05/95	08/12/95			
1701	07/08/95	07/15/95			
1702	07/22/95	07/30/95			
1703	07/10/95	07/08/95			
1704	09/22/95	08/29/95			
1705	10/27/95	11/04/95			
1706	09/02/95	09/09/95			
1707	08/24/95	07/01/95			
1708	06/04/95	06/11/95	707	07/08/95	07/15/95
1709	10/21/95	10/28/95	708	08/18/95	08/24/95
1710	07/30/95	08/05/95	709	10/07/95	10/14/95
1711	07/15/95	07/22/95	710	07/22/95	07/30/95
1712	09/16/95	08/23/95	711	11/11/95	11/18/95
1713	08/12/95	08/19/95	712	07/01/95	07/08/95
1714	08/19/95	08/26/95			
1715	09/30/95	10/07/95			
1716	10/07/95	10/14/95			
1717	05/21/95	06/04/95			
1718	09/08/95	09/15/95			
1719	08/11/95	08/18/95			
1720	08/26/95	09/02/95			

STATE OF NY )  
 ) SS.:  
COUNTY OF NY )

Attached hereto is a true and complete copy, in all material respects, of the Lease Supplement (1996-B) dated as of April 19, 1996 between Massachusetts Bay Transportation Authority, as Lessor and Fleet National Bank, not in its individual capacity but solely as trustee, as Lessee.

Signed on 6 May, 1996

  
Notary Public

**MATTHEW TIEWS**  
Notary Public, State of New York  
No. 01T15052137  
Qualified in New York County  
Commission Expires Nov. 20, 1997

**JFV/etc**



IN WITNESS WHEREOF, the Lessor and the Lessee have each caused this Lease Supplement to be duly executed by its authorized officer on the day and year first above written.

LESSOR:

MASSACHUSETTS BAY TRANSPORTATION  
AUTHORITY

By: \_\_\_\_\_

Name:

Title:

LESSEE:

FLEET NATIONAL BANK

not in its individual capacity, but solely as  
Trustee

By: \_\_\_\_\_

Name:

Title: